

**THIRD TAXING DISTRICT
REGULAR MEETING
SEPTEMBER 23, 2002**

ATTENDANCE: David Brown, Chairman; Stephen Feinstein

STAFF: Tim Lyons; Ron Scofield; Ray Mitchell

OTHERS: Attorney Chris Jarboe

The Chairman called the meeting to order at 7.10pm.

PUBLIC COMMENT

Mr. Mitchell asked for item 10 to be moved after item 3.

APPROVAL OF THE MINUTES OF AUGUST 26, 2002

The following corrections were made:

Page 1, under Staff, correct the spelling of Tim Lyons.

Page 4, last paragraph, should read. "This expired lease provides for payment of all the utilities but not the exterminator".

**** MR. FEINSTEIN MOVED TO ACCEPT THE MINUTES AS AMENDED.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

**** MR. BROWN MOVED TO INSERT ITEM 10 AFTER ITEM 3 ON THE AGENDA.**

**** MR. FEINSTEIN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

REPLACEMENT OF THE DIGGER TRUCK

Mr. Brown stated that this had been proposed, however there was no evidence to prove that this was a line item to be approved. Mr. Brown asked Mr. Mitchell to talk about the mechanical problems with the current truck.

Mr. Mitchell said their current truck is a 1983 model and it requires \$15,000 of work, also it would not be capable of moving a transformer. Mr. Brown asked why they needed a digger truck. Mr. Mitchell stated that the digger truck could also be used as a crane; it comes with electronic controls that can be used from the ground and extra buckets. Mr. Mitchell stated that a truck like this would last for thirty years. Mr. Brown asked who makes the truck. Mr. Mitchell replied that it was Cues Inc. Mr. Brown asked how Mr. Mitchell had chosen this company. Mr. Mitchell said that they had visited his office and given him the information. Mr. Brown asked for the cost of the proposed truck replacement. Mr. Mitchell said that Cues Inc. had quoted him \$140,900 and they would be prepared to take the old truck as a trade in.

Mr. Brown asked if there were other companies out there who make these trucks. Mr. Mitchell said there were and that he could obtain estimates, however the price he was quoted did seem to be a fair price. Mr. Brown said they would use the prices quoted from Cues Inc. as a standard and they would request two more bids from outside companies. Mr. Feinstein stated that he would like to see a quote from APPA.

**** MR. FEINSTEIN MOVED TO TABLE THE ITEM UNTIL TWO MORE BIDS HAVE BEEN RECEIVED.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

Mr. Brown stated that they would now discuss item 10 on the agenda.

DISCUSSION AND APPROVAL OF ADDITIONAL FUNDING FOR THE EAST AVENUE SUB STATION

Mr. Brown said they had received estimates from Joe Cristino of what the sub-station would cost to get fixed. Mr. Brown continued to say that the figures he quoted were \$35,000 that were approved at a previous meeting, however, they do not have the manpower to do this job. Mr. Brown said that Mr. Mitchell had received another bid and they are in the process of doing this work now, but his highest prices comes to a total of \$51,000. There was some discussion about the prices and as a result the price of \$51,000 was an approximation.

Mr. Feinstein said he could see two problems, the first being they had two meetings with Mr. Cristino, after which they had agreed on the figure of \$35,000. Mr. Feinstein said the numbers had all been produced by Mr. Cristino and he would like to question him further about them. Secondly, he wanted to know why do they not have the manpower to do this.

Mr. Brown suggested calling a special meeting with Mr. Cristino to discuss this. After some discussion, they decided to hold a special meeting on Wednesday September 25, 2002 at 7pm.

- ** MR. BROWN MOVED TO TABLE THE ITEM.**
- ** MR. FEINSTEIN SECONDED.**
- ** MOTION PASSED UNANIMOUSLY.**

REVIEW AND PURCHASE OF DEFIBRILLATORS

Mr. Brown said that this had been discussed during the previous meeting but they had tabled it until they had received further information on the legal concerns and insurance issues.

Mr. Feinstein said he had spoken with Dave Flewelyn and John McGurk, a fire marshall and paramedic. Mr. McGurk had told Mr. Feinstein that Norwalk Hospital or the American Red Cross should be able to provide training to the employees free of charge. Mr. Flewelyn had informed Mr. Feinstein that as long as the employees are trained in the use of the defibrillators for one employee to another employee, they are covered by workers comp at the present rates. If the employees are trained in CPR and the defibrillators and a situation arises where the employee has to use this on a member of the community then they would be covered by the Good Samaritan law in Connecticut for any negligent action that could happen. Mr. Flewelyn had also explained to Mr. Feinstein that there was a form of a medical malpractice insurance that could be used for a price of approximately \$100 a year; this is used as an extra back-up insurance.

Mr. Lyons stated that every single employee is trained annually on CPR.

Mr. Brown confirmed with Mr. Feinstein that the recommendation would be to purchase two defibrillators and have them on two of their vehicles.

Attorney Jarboe stated that his research agreed with the findings of Mr. Feinstein. The Good Samaritan Statute of Connecticut was amended in 1998 to add this clause about defibrillators. Attorney Jarboe said he had spoken with Jack Harder from the American Red Cross who is the director of health and safety and said that there are specific directions on how to use these machines also the machine has to prompt the person to take the next step. If the heart of the person has a particular medical problem and would not warrant the use of a defibrillator then the machine would recognize this and would shut down. He said the training could be provided by the American Red Cross, the Heart Association or by another entity that meets the standards set by the Statute. Attorney Jarboe said as long as employees are trained and have annual updates then the Good Samaritan Statute covers them.

Attorney Jarboe addressed legal concerns and said that as well as being concerned about not having the correct insurance, the other liability would be the fact that they are not carrying defibrillators in the vehicles; he suggested that this would become an industry standard in the near future.

Attorney Jarboe said with regard to the vendors, there are two. One is Medtronics and the other is Phillips.

Mr. Brown asked Mr. Feinstein which two trucks should carry the defibrillators. Mr. Feinstein said the meter truck and the bucket truck; he said they should consider installing one in Mr. Mitchell's truck.

**** MR. FEINSTEIN MOVED THAT THEY PURCHASE TWO DEFIBRILLATORS AT THE APPA HOMETOWN CONNECTION COST FOR A PRICE NOT TO EXCEED \$3000. TO BE USED ON EMPLOYEE VEHICLES.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

DISCUSSION OF DAILY DEPARTMENT AND RETENTION OF OUTSIDE VENDORS

Mr. Feinstein stated that there is no general manager and there is no day-to-day operations person for the electrical department. He commended Mr. Brown for going there to make sure things are running smoothly. Mr. Feinstein said they are getting into an area where they are finding things out, after they have happened and suggested Mr. Brown was over-stepping his bounds.

Mr. Feinstein said there was a meeting in March 2002 where they had discussed the authorization for over-time and payments of employees. They had found that the employees of the electrical department are not employees of the Third Taxing District Commissioners. Mr. Feinstein quoted Mr. Brown from the minutes of the March 2002 meeting as saying "Employees are to be directed by the general manager, not the Commission". Mr. Feinstein said that during another meeting in May 2002, they had increased the rate of pay for Ron Scofield to match that of the general manager; they had voted in favor of this. Mr. Feinstein said on a day-to-day basis, they either needed Mr. Scofield to run the electrical department or have the three Commissioners to run it. Mr. Feinstein said he suggested that they let Mr. Scofield run the department.

Mr. Feinstein explained there had been two issues that concerned him in the past and they were that an accountant had come in to set up the Quick Book system, out of the blue; he said to have a unilateral decision to have this woman come in was inappropriate. Secondly, Kim Snow was also brought in and he had found this out after the fact, he said all three Commissioners should have

had a say on this.

Mr. Scofield said if had he to take direction from three Commissioners it would not be the best solution because things would not get done quickly and efficiently; he said he needed direction from one person only.

Mr. Brown said, as he understood it his job was to go in and see what the problems are. If he could solve them immediately he would. With regard to the two issues raised by Mr. Feinstein he said he chose the people needed for the jobs to get them done. Mr. Feinstein said the point he was trying to make was that Mr. Brown should not be making these decisions individually and they are not things he should find out about after the fact. Mr. Brown stated that he would take the comments of Mr. Feinstein under advisement.

Mr. Scofield said if he had to answer to three commissioners each decision would take a month when the meetings are held. He said that one of the commissioners should make the decisions and give him direction.

REQUEST FOR CHANGE OF POLICY REGARDING AGENDA ITEMS RECEIVED FROM THE COMMISSIONERS

Mr. Brown said it was suggested by Mr. Scofield that the agenda items be handed in a day early. Mr. Scofield handed out his suggestion on when material should be submitted, he also read through each section.

Mr. Feinstein said that on December 10, 2001 there was a meeting where this policy was discussed; he recommended that this policy be scraped and built on the basis of the Statute.

Mr. Scofield said all commissioners are supposed to have a packet containing back-up material and the earliest he can get it out is on the Friday morning; he said he cannot get it out any earlier with the current situation.

Mr. Feinstein reiterated that they should get rid of the December 10, 2001 policy and get all material to Mr. Scofield by Tuesday.

**** MR. FEINSTEIN MOVED TO REPEAL THE POLICY MADE ON DECEMBER 10, 2001 REGARDING THE CREATION OF AGENDAS FOR REGULAR MEETINGS AND POSTING THEM. IT BE THE INTENT OF THIS COMMISSION THAT AGENDA ITEMS AND MATERIALS WILL BE GIVEN TO THE DISTRICT CLERK NO LESS THAN FOUR BUSINESS DAYS PRIOR TO A REGULAR MEETING.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

**REPLACEMENT OF CARPETING IN THE DISTRICT OFFICE
AND LOBBY AREA AND REFURBISHING OF BOTH AREAS**

**** MR. FEINSTEIN MOVED TO TABLE THE ITEM AND BIDS SHOULD BE
REQUESTED FOR THE PRICE OF CARPET.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

**REQUEST TO HIRE ACCOUNTING SERVICE FOR SOME
OF THE DISTRICT FINANCIAL WORK**

Mr. Scofield said if Kim Snow is going to do the work on their financial reports for the past fiscal year, they also need somebody to do the work going forward. Mr. Scofield said if they can use Mr. Snow in both of those situations, he said they would save the District money. Mr. Snow has quoted \$110,00 per hour for just the initial objective work but if he does both projects, initial and continuing, he would only charge \$90.00.

Mr. Brown asked if they could receive more bids.

**** MR. BROWN MOVED TO TABLE THE ITEM UNTIL THREE MORE BIDS
HAVE BEEN RECEIVED**

**** MR. FEINSTEIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

DISCUSSION OF PAYMENT OF THE ELECTRIC VEHICLE

Mr. Brown said they are unable to find the bill, however they do owe \$19,000 for the electric vehicle.

**** MR. FEINSTEIN MOVED TO THE BALANCE OF \$19000 FOR THE ELECTRIC
VEHICLE.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

DISCUSSION AND APPROVAL OF A NEW METER TRUCK

Mr. Brown said that the meter truck they have now (the one Mr. Lyons drives), the water pump has burst and is now unusable. Mr. Lyons said the truck is a 1989 model and is an F350. Mr.

Brown distributed an estimate on the cost of repairs for approximately \$6700. Mr. Brown showed configurations of the proposed new truck and the price of it would be \$23,152.

**** MR. BROWN MOVED THAT INSTEAD OF PUTTING MONEY BACK INTO THE OLD TRUCK, THEY SPEND THE MONEY ON A NEW F350 PICK-UP WITH THE UTILITY BODY BED.**

**** MR. FEINSTEIN SECONDED.**

Mr. Feinstein asked about radios needed in the truck. Mr. Lyons said they would be able to transfer them from the present truck. Mr. Lyons said they would need to get the roof, strobe lights.

Mr. Feinstein asked what mileage is on the present truck. Mr. Lyons replied that it had 72,300 miles. Mr. Feinstein said that if the truck is only doing 1000 miles a year it would be more economical to spend \$6700 on repairing the old one rather than spending \$23,152 on a new truck that would also be doing 1000 miles a year.

Mr. Scofield said they should consider an automatic policy agreement.

**** MR. BROWN WITHDREW THE MOTION.**

**** MR. FEINSTEIN MOVED TO TABLE THE ITEM.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY**

**** MR. BROWN MOVED TO SUSPEND THE RULES TO ADD ANOTHER ITEM TO THE AGENDA.**

**** MOTION FAILED ON FAILURE TO SECOND.**

**** MR. FEINSTEIN MOVED TO ADJOURN.**

**** MR. BROWN SECONDED.**

**** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 9.00pm.

Respectfully submitted,

Kate Kye
Telesco Secretarial Services.